

**TOWN OF DAVIE
TOWN COUNCIL AGENDA REPORT**

TO: Mayor and Councilmembers

FROM/PHONE: David Quigley, AICP, Planning and Zoning Manager/(954) 797-1103

PREPARED BY: David Abramson, Deputy Planning and Zoning Manager/

SUBJECT: Resolution

AFFECTED DISTRICT: 3

ITEM REQUEST: Schedule for Council Meeting

TITLE OF AGENDA ITEM: AGREEMENT - A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA AUTHORIZING THE MAYOR AND THE TOWN ADMINISTRATOR TO ENTER INTO AN AGREEMENT BETWEEN THE TOWN OF DAVIE, BROWARD COUNTY, AND PRESTIGE DUKE, JV II, LLC FOR CONSTRUCTION OF ROAD IMPROVEMENTS TO SATISFY TRAFFIC CONCURRENCY FOR CASEYCO COMMERCE CENTER; TO ACKNOWLEDGE SUCH APPROVAL BY AFFIXING THEIR SIGNATURES TO SAID AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE. (Caseyco Commerce Center: DA 2-1-10/10550 West State Road 84)

REPORT IN BRIEF: The petitioner requests Town Council to authorize the Mayor and Town Administrator to enter into a “Regional Road Concurrency Agreement – County Project” to satisfy traffic concurrency requirements for impact areas. The Council approved the “Caseyco Commerce Center” plat (083-MP-04), on August 1, 2007 [refer to attachment R-2007-212], and Broward County has determined that it does not satisfy the impact area concurrency standards for the regional road network. Therefore, the developer (Prestige Duke, JV II, LLC) of plat is required to pay to the County \$138,358.00, which represents the developer’s proportionate share of the cost of a road project. The road project has been programmed in the capital improvement program and is to widen Pine Island Road between State Road 84/I-595 and Nova Drive, from a four-lane facility to a six-lane facility. Broward County requests that the Town be party to this agreement and withhold the issuance of all building permits, certificate of occupancy, or any other development permits within the boundaries of said plat until the County notifies the Town that concurrency has been resolved.

PREVIOUS ACTIONS: n/a

CONCURRENCES: n/a

FISCAL IMPACT: not applicable

Has request been budgeted? n/a

RECOMMENDATION(S): Other - Staff finds the application complete and suitable for transmittal to the Town Council for further consideration.

Attachment(s): resolution, justification letter; regional road concurrency agreement – county project; caseyco commerce center plat; survey; resolution R-2007-212; zoning map

RESOLUTION NO. _____

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA AUTHORIZING THE MAYOR AND THE TOWN ADMINISTRATOR TO ENTER INTO AN AGREEMENT BETWEEN THE TOWN OF DAVIE, BROWARD COUNTY, AND PRESTIGE DUKE, JV II, LLC OR CONSTRUCTION OF ROAD IMPROVEMENTS TO SATISFY TRAFFIC CONCURRENCY FOR CASEYCO COMMERCE CENTER; TO ACKNOWLEDGE SUCH APPROVAL BY AFFIXING THEIR SIGNATURES TO SAID AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Town Council of the Town of Davie approved the plat known as “Caseyco Commerce Center” on August 1, 2007; and

WHEREAS, Broward County requires that a plat application for a development permit satisfy concurrency requirements for impact areas; and

WHEREAS, Resolution R-2007-212 notes that any improvements required to satisfy concurrency should be located within the Town of Davie; and

WHEREAS, Broward County has a program a road project in the Capital Improvement Program to widen Pine Island Road between State Road 84/Interstate-595 and Nova Drive from a four-lane facility to a six-lane facility; and

WHEREAS, Prestige Duke, JV, LLC has agreed to pay a fair share of the cost of Broward County’s road project, proportionate to the said plat; and

WHEREAS, Town of Davie approves this remedial measure and finds that concurrency requirements for the said plat will be met with the execution of this agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA:

SECTION 1. The Town Council of the Town of Davie does hereby authorize the Mayor and Town Administrator to enter into this Regional Road Concurrency Agreement – County Project for a project within the Town of Davie, as shown in the attached exhibits.

SECTION 2. The Town Administrator and Town Attorney are authorized to make and accept non-substantive revisions to the agreement in order for the agreement to be in final, recordable form.

SECTION 3. This Resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS ____ DAY OF _____, 2010

MAYOR/COUNCILMEMBER

ATTEST:

TOWN CLERK

APPROVED THIS _____ DAY OF _____, 2010.

2-11-10

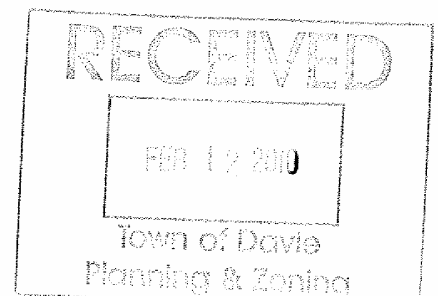
Justification Letter

DEAR Sir or Madam:

Please be advised that Prestige Duke SVII,
is required to enter into this Regional
Road Concurrence Agreement County Project
for finalization of the Plat Submitted to
Broward County for its approval.

Thank you for your consideration

Ad Smith Ropfer
Prestige Duke SVII, LLC



Return recorded document to:

Development and Environmental Regulation Division
1 North University Drive, Suite 102A
Plantation, FL 33324

Document prepared by:

NOTICE: PURCHASERS, GRANTEEES, HEIRS, SUCCESSORS AND ASSIGNS OF ANY INTEREST IN THE PROPERTY SET FORTH ON EXHIBIT "A" ARE HEREBY PUT ON NOTICE OF THE OBLIGATIONS SET FORTH WITHIN THIS AGREEMENT WHICH SHALL RUN WITH THE PROPERTY UNTIL FULLY PAID AND/OR PERFORMED.

**REGIONAL ROAD CONCURRENCY AGREEMENT -
COUNTY PROJECT**

This is an Agreement, made and entered into by and between: BROWARD COUNTY, a political subdivision of the state of Florida, hereinafter referred to as "COUNTY,"

AND

Prestige Duke JV II, LLC, its successors and assigns, hereinafter referred to as "DEVELOPER,"

[AND IF THE PROPERTY IS LOCATED WITHIN A MUNICIPALITY]

The Town of DAVIE, a municipal corporation, created and existing under the laws of the State of Florida, its successors and assigns, hereinafter referred to as "TOWN."

WHEREAS, Chapter 5, Article IX, Broward County Code of Ordinances, requires that the regional transportation network be adequate to serve the reasonably projected needs of proposed developments; and

WHEREAS, Chapter 5, Article IX, Broward County Code of Ordinances, more specifically requires that an application for a development permit satisfy concurrency requirements for impact areas; and

WHEREAS, DEVELOPER has applied for approval of or an amendment to the Caseyco Commerce Center Plat (083-MP-04), hereinafter referred to as "PLAT," more particularly described in Exhibit "A" attached hereto and made a part hereof; and

WHEREAS, on July 23, 2008, the Broward County Development and Environmental Regulation Division issued a Notification of Failure to Satisfy Broward County Concurrency Standards for the regional transportation network, finding that the application for approval of or amendment to the PLAT does not satisfy the impact area concurrency standards for the regional road network as stated in Section 5-182 of the Broward County Land Development Code ("CODE"); and

WHEREAS, the COUNTY has programmed a project in the Capital Improvement Program to widen Pine Island Road between SR 84/I-595 and Nova Drive from a four-lane facility to a six-lane facility, hereinafter referred to as "Road Project"; and

WHEREAS, DEVELOPER has conducted a study and has determined that the Road Project will mitigate the PLAT's traffic impacts so that the PLAT will satisfy Broward County concurrency standards; and

WHEREAS, DEVELOPER has agreed to pay a share of the cost of COUNTY's road project, proportionate to the PLAT's impact; and

WHEREAS, the Broward County Development and Environmental Regulation Division has approved this remedial measure and finds that its concurrency requirements for the PLAT will be met with the execution of, and compliance with, the terms of this Agreement by DEVELOPER; now THEREFORE,

IN CONSIDERATION of the mutual terms, conditions, promises, covenants, and payments hereinafter set forth, COUNTY and DEVELOPER agree as follows:

1. The above recitals are true and correct and are hereby incorporated herein.
2. CONSTRUCTION OF IMPROVEMENTS.
 - (a) DEVELOPER agrees to pay to COUNTY \$138,358.00, which represents DEVELOPER's proportionate share of the cost of the Road Project. DEVELOPER agrees that the total contribution will be paid during the review of construction plans submitted for County Environmental Review Approval by the Development and Environmental Regulation Division for a new building permit within the PLAT.
 - (b) Payment shall be made to COUNTY at:

Broward County Board of County Commissioners
Attn: Director, Development and Environmental Regulation Division
1 North University Drive, Suite 102A
Plantation, Florida 33324

2. SECURITY.

- (a) DEVELOPER shall provide to COUNTY, contemporaneously with this Agreement, a Letter of Credit, attached hereto as Exhibit "B" in the amount of \$138,358.00 in a form acceptable to the COUNTY, which represents the DEVELOPER's proportionate share of the cost of the Road Project.
- (b) COUNTY agrees to release said security upon receipt of the proportionate share payment, and upon the payment of any required security release fees.

3. CONCURRENCY COMPLIANCE. COUNTY finds that by executing and complying with the terms of this Agreement, DEVELOPER has satisfied the adequacy of the Regional Transportation Network requirement of the Broward County Land Development Code for the PLAT as approved by the COUNTY.

4. If the property is within a municipality, TOWN agrees not to issue a certificate of occupancy for any development within the PLAT until TOWN receives confirmation from COUNTY that the payment required pursuant to Section 2(a) has been received by COUNTY.

5. NOTICE. Whenever any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving of notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving notice:

For the COUNTY:

Director, Broward County Development and Environmental Regulation Division
1 North University Drive, Suite 102A
Plantation, FL 33324

Director, Broward County Highway Construction and Engineering Division
1 North University Drive, Suite 300B
Plantation, FL 33324

For the DEVELOPER:

Prestige Duke JV II, LLC / Sam Jazayri manager
3001 W. Hallandale Beach Blvd.
Pembroke Park, FL 33009

For the TOWN:

6. RECORDATION. This Agreement shall be recorded in the Public Records of Broward County Florida, at the DEVELOPER'S expense. The benefits and obligations contained in this Agreement shall inure to grantees, successors, heirs, and assigns who have an interest in the PLAT.
7. VENUE; CHOICE OF LAW. Any controversies or legal issues arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State Courts of the Seventeenth Judicial Circuit of Broward County, Florida, the venue sits, and shall be governed by the laws of the State of Florida.
8. CHANGES TO FORM AGREEMENT. DEVELOPER represents and warrants that there have been no amendments or revisions whatsoever to the form Agreement without the prior written consent of the County Attorney's Office. Any unapproved changes shall be deemed a default of this Agreement and of no legal effect.
9. CAPTIONS AND PARAGRAPH HEADINGS. Captions and paragraph headings contained in this Agreement are for convenience and reference only and in no way define, describe, extend or limit the scope or intent of this Agreement, nor the intent of any provisions hereof.

10. NO WAIVER. No waiver of any provision of this Agreement shall be effective unless it is in writing, signed by the party against whom it is asserted, and any such written waiver shall only be applicable to the specific instance to which it relates and shall not be deemed to be a continuing or future waiver.
11. EXHIBITS. All Exhibits attached hereto contain additional terms of this Agreement and are incorporated herein by reference. Typewritten or handwritten provisions inserted in this Agreement or attached hereto shall control all printed provisions in conflict therewith.
12. FURTHER ASSURANCES. The parties hereby agree to execute, acknowledge and deliver and cause to be done, executed, acknowledged and delivered all further assurances and to perform such acts as shall reasonably be requested of them in order to carry out this Agreement.
13. ASSIGNMENT AND ASSUMPTION. DEVELOPER may assign all or any portion of its obligations pursuant to this Agreement to a grantee of the fee title to all or any portion of the property described in Exhibit "A." DEVELOPER agrees that any assignment shall contain a provision which clearly states that such assignment is subject to the obligations of this Agreement.
14. AMENDMENTS. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the parties to this Agreement.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice Mayor, authorized to execute same by Board action on the _____ day of _____, 20____, TOWN OF DAVIE, signing by and through its Mayor and Town Manager, duly authorized to execute same, and DEVELOPER, signing by and through its _____ duly authorized to execute same.

COUNTY

ATTEST:

BROWARD COUNTY, through its
BOARD OF COUNTY COMMISSIONERS

County Administrator and
Ex-Officio Clerk of the
Board of County Commissioners
of Broward County, Florida

By _____
Mayor

_____ day of _____, 20____

Approved as to form by
Office of County Attorney
Broward County, Florida
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-6968

By _____

Assistant County Attorney

Name of Developer (Individual)

(Signature)
Print name: _____
Print address: _____

____ day of _____, 20____
INDIVIDUAL
S.
ent was acknowledged before me this _____
, by _____
e of identification produced _____
NOTARY PUBLIC:

(Signature) _____
Print name: _____

(Signature)
Print name: _____

(Signature) _____
 Print name: _____
 Print address: _____

 day of , 20

STATE OF)
) SS.
COUNTY OF)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____ who is _____

[] personally known to me, or
[] produced identification. Type of identification produced _____.

My commission expires:

DEVELOPER-CORPORATION/PARTNERSHIP

Witnesses (if partnership):

Prestige Duke, JV II, LLC
Name of Developer (corporation/partnership)

(Signature)

Print name: _____

By _____

(Signature)

Print name: Sam Jazayri

Title: Manager / Member

Address: 3001 W. Highland Ave. Blvd.

Pembroke Park, FL 33009

(Signature)

Print name: _____

11 day of February, 2010

ATTEST (if corporation):

(Secretary Signature)

Print Name of Secretary: Sam Jazayri

(CORPORATE SEAL)

ACKNOWLEDGMENT - CORPORATION/PARTNERSHIP

STATE OF Florida)
COUNTY OF Broward) SS.

The foregoing instrument was acknowledged before me this 11 day of February, 2010, by Sam Jazayri, as Manager / Member of Prestige Duke JV II, LLC, a Florida corporation/partnership, on behalf of the corporation/ partnership. He or she is:
☒ personally known to me, or
☐ produced identification. Type of identification produced _____.

NOTARY PUBLIC:

(Seal)

My commission expires:

Theresa Ann Cross

Print name:

THERESA ANN CROSS

CAF#362
County Project
01/01/02



TOWN

WITNESSES:

TOWN of DAVIE

By _____
Mayor-Commissioner

_____ day of _____, 20____

ATTEST:

Town Clerk

By _____
Town Manager

_____ day of _____, 20____

APPROVED AS TO FORM:

By _____
Town Attorney

EXHIBIT "A"

LEGAL DESCRIPTION

The West one-half of Tier 99, in Section 7, Township 50 South, Range 41 East, lying North of Section 18, Township 50 South, Range 41 East, according to NEWMANS SURVEY, as recorded in Plat Book 2, Page 26, of the Public Records of Dade County, Florida, less that part lying within 324.00 feet (as measured at right angles) to the base line of State Road 84. Said lands situate, lying and being in Broward County, Florida.

The Real Property or its address is commonly known as 10550 W State Road 84, Davie, FL.

TO BE SUBMITTED

EXHIBIT "B"

SECURITY

'CASEYCO COMMERCE CENTER'

SHEET 5 of 5

A REPLAT OF A PORTION OF TIER 20, SECTION 7, TOWNSHIP 20 SOUTH, RANGE 41 EAST, NEWMAN'S SURVEY (PG 2, PG 20, DCK), TOWN OF SAVIE, BROWARD COUNTY, FLORIDA.

DEDICATION FOR PUBLIC USE

That all and singular persons and entities who own or claim an interest in the land described in the plat hereby dedicate the same to the public for the use and enjoyment of the people of Broward County, Florida.

That the dedication of the land described in the plat is for the use and enjoyment of the people of Broward County, Florida, and that the same shall be subject to the same laws and regulations as other public lands.

It is the intent of the parties to this plat that the land described herein shall be used for the purpose of the dedication and that the same shall be subject to the same laws and regulations as other public lands.

IN WITNESS WHEREOF, the parties have signed and affixed their seals on this 11th day of May, 2006.

NOTARIAL DATE: 11, 2006

Signature: _____ Notary Public

Signature: _____

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WARRANTY DEDICATION FOR PUBLIC USE

That all and singular persons and entities who own or claim an interest in the land described in the plat hereby warrant the same to the public for the use and enjoyment of the people of Broward County, Florida.

That the warranty of the land described in the plat is for the use and enjoyment of the people of Broward County, Florida, and that the same shall be subject to the same laws and regulations as other public lands.

It is the intent of the parties to this plat that the land described herein shall be used for the purpose of the warranty and that the same shall be subject to the same laws and regulations as other public lands.

IN WITNESS WHEREOF, the parties have signed and affixed their seals on this 11th day of May, 2006.

NOTARIAL DATE: 11, 2006

Signature: _____ Notary Public

Signature: _____

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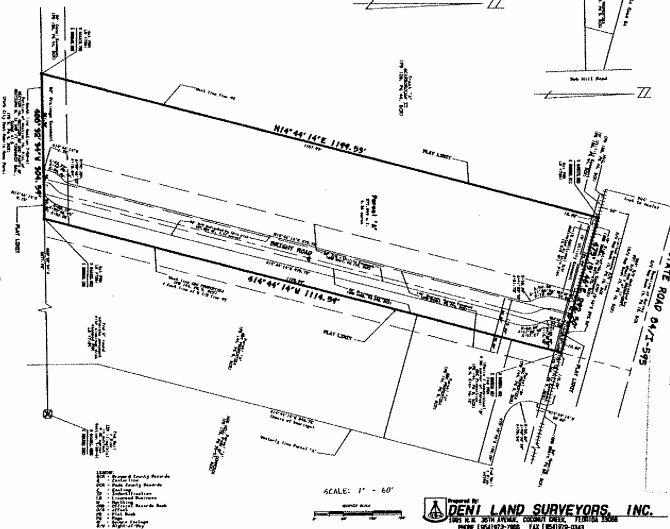
Signature: _____

DEW LAND SURVEYORS, INC.
1001 N.W. 10th Ave., Suite 1000, Fort Lauderdale, FL 33304
Phone: (954) 577-7700 Fax: (954) 577-7701

A REPLAY OF A PORTION OF TIER 90, SECTION 7, TOWNSHIP 60 SOUTH, RANGE 41 EAST, NENNAH'S SURVEY (PG 2, PG 26, DCR), TOWN OF DAVIE, BROWARD COUNTY, FLORIDA.

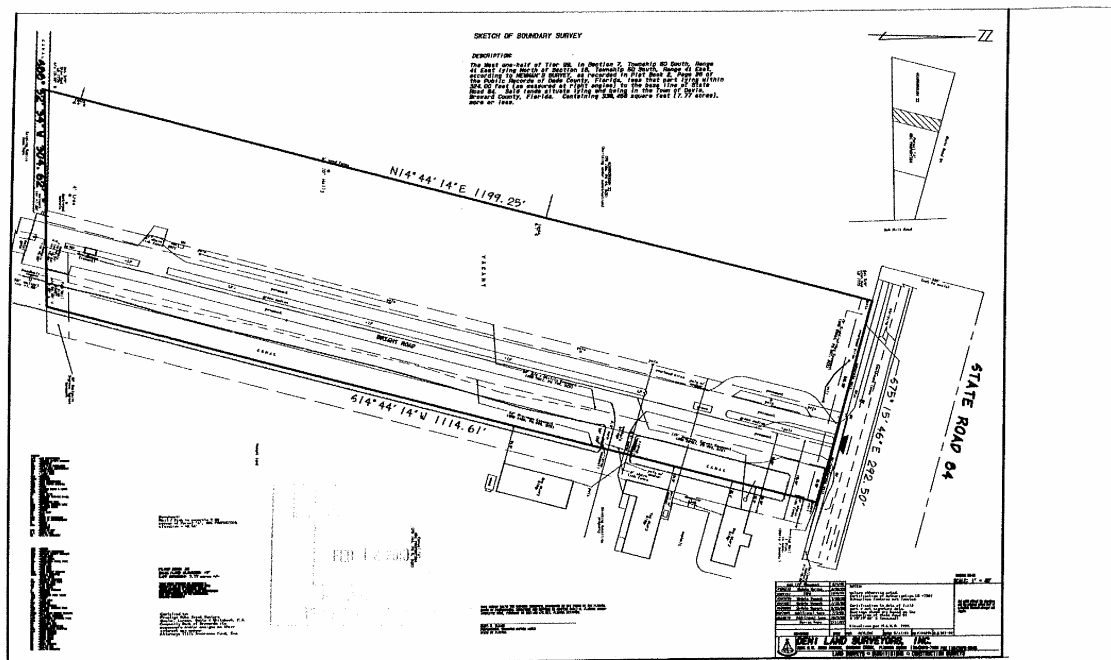
NOTES

7. U.S. Foreign Disarmament Reference Number:
None.
8. Has the information been furnished to the State or civilian aid agency?
None.
9. Has the information been furnished to the appropriate military aid agency?
None.
10. Has the information been furnished to the appropriate civilian aid agency?
None.
11. Has the information been furnished to the appropriate international aid agency?
None.
12. Has the information been furnished to the appropriate non-governmental aid agency?
None.
13. Has the information been furnished to the appropriate religious aid agency?
None.
14. Has the information been furnished to the appropriate medical aid agency?
None.
15. Has the information been furnished to the appropriate educational aid agency?
None.
16. Has the information been furnished to the appropriate cultural aid agency?
None.
17. Has the information been furnished to the appropriate economic aid agency?
None.
18. Has the information been furnished to the appropriate social aid agency?
None.
19. Has the information been furnished to the appropriate political aid agency?
None.
20. Has the information been furnished to the appropriate legal aid agency?
None.
21. Has the information been furnished to the appropriate human rights aid agency?
None.
22. Has the information been furnished to the appropriate environmental aid agency?
None.
23. Has the information been furnished to the appropriate scientific aid agency?
None.
24. Has the information been furnished to the appropriate technological aid agency?
None.
25. Has the information been furnished to the appropriate artistic aid agency?
None.
26. Has the information been furnished to the appropriate literary aid agency?
None.
27. Has the information been furnished to the appropriate musical aid agency?
None.
28. Has the information been furnished to the appropriate theatrical aid agency?
None.
29. Has the information been furnished to the appropriate cinematic aid agency?
None.
30. Has the information been furnished to the appropriate television aid agency?
None.
31. Has the information been furnished to the appropriate radio aid agency?
None.
32. Has the information been furnished to the appropriate newspaper aid agency?
None.
33. Has the information been furnished to the appropriate magazine aid agency?
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34. Has the information been furnished to the appropriate book aid agency?
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35. Has the information been furnished to the appropriate document aid agency?
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36. Has the information been furnished to the appropriate photograph aid agency?
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37. Has the information been furnished to the appropriate film aid agency?
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38. Has the information been furnished to the appropriate tape aid agency?
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39. Has the information been furnished to the appropriate record aid agency?
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40. Has the information been furnished to the appropriate CD aid agency?
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41. Has the information been furnished to the appropriate DVD aid agency?
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42. Has the information been furnished to the appropriate software aid agency?
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43. Has the information been furnished to the appropriate hardware aid agency?
None.
44. Has the information been furnished to the appropriate network aid agency?
None.
45. Has the information been furnished to the appropriate database aid agency?
None.
46. Has the information been furnished to the appropriate search engine aid agency?
None.
47. Has the information been furnished to the appropriate web browser aid agency?
None.
48. Has the information been furnished to the appropriate email aid agency?
None.
49. Has the information been furnished to the appropriate instant messaging aid agency?
None.
50. Has the information been furnished to the appropriate video chat aid agency?
None.
51. Has the information been furnished to the appropriate social media aid agency?
None.
52. Has the information been furnished to the appropriate online gaming aid agency?
None.
53. Has the information been furnished to the appropriate virtual reality aid agency?
None.
54. Has the information been furnished to the appropriate augmented reality aid agency?
None.
55. Has the information been furnished to the appropriate mixed reality aid agency?
None.
56. Has the information been furnished to the appropriate extended reality aid agency?
None.
57. Has the information been furnished to the appropriate immersive reality aid agency?
None.
58. Has the information been furnished to the appropriate virtual world aid agency?
None.
59. Has the information been furnished to the appropriate virtual economy aid agency?
None.
60. Has the information been furnished to the appropriate virtual society aid agency?
None.
61. Has the information been furnished to the appropriate virtual culture aid agency?
None.
62. Has the information been furnished to the appropriate virtual politics aid agency?
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63. Has the information been furnished to the appropriate virtual law aid agency?
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64. Has the information been furnished to the appropriate virtual medicine aid agency?
None.
65. Has the information been furnished to the appropriate virtual education aid agency?
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66. Has the information been furnished to the appropriate virtual religion aid agency?
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67. Has the information been furnished to the appropriate virtual art aid agency?
None.
68. Has the information been furnished to the appropriate virtual science aid agency?
None.
69. Has the information been furnished to the appropriate virtual technology aid agency?
None.
70. Has the information been furnished to the appropriate virtual industry aid agency?
None.
71. Has the information been furnished to the appropriate virtual commerce aid agency?
None.
72. Has the information been furnished to the appropriate virtual transportation aid agency?
None.
73. Has the information been furnished to the appropriate virtual communication aid agency?
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74. Has the information been furnished to the appropriate virtual energy aid agency?
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75. Has the information been furnished to the appropriate virtual environment aid agency?
None.
76. Has the information been furnished to the appropriate virtual infrastructure aid agency?
None.
77. Has the information been furnished to the appropriate virtual services aid agency?
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78. Has the information been furnished to the appropriate virtual goods aid agency?
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79. Has the information been furnished to the appropriate virtual assets aid agency?
None.
80. Has the information been furnished to the appropriate virtual liabilities aid agency?
None.
81. Has the information been furnished to the appropriate virtual equity aid agency?
None.
82. Has the information been furnished to the appropriate virtual debt aid agency?
None.
83. Has the information been furnished to the appropriate virtual capital aid agency?
None.
84. Has the information been furnished to the appropriate virtual labor aid agency?
None.
85. Has the information been furnished to the appropriate virtual management aid agency?
None.
86. Has the information been furnished to the appropriate virtual organization aid agency?
None.
87. Has the information been furnished to the appropriate virtual institution aid agency?
None.
88. Has the information been furnished to the appropriate virtual association aid agency?
None.
89. Has the information been furnished to the appropriate virtual union aid agency?
None.
90. Has the information been furnished to the appropriate virtual guild aid agency?
None.
91. Has the information been furnished to the appropriate virtual order aid agency?
None.
92. Has the information been furnished to the appropriate virtual corporation aid agency?
None.
93. Has the information been furnished to the appropriate virtual company aid agency?
None.
94. Has the information been furnished to the appropriate virtual firm aid agency?
None.
95. Has the information been furnished to the appropriate virtual business aid agency?
None.
96. Has the information been furnished to the appropriate virtual enterprise aid agency?
None.
97. Has the information been furnished to the appropriate virtual organization aid agency?
None.
98. Has the information been furnished to the appropriate virtual institution aid agency?
None.
99. Has the information been furnished to the appropriate virtual association aid agency?
None.
100. Has the information been furnished to the appropriate virtual union aid agency?
None.



SCALE: 1" = 60'

Prepared By: **DENI LAND SURVEYORS, INC.**
1015 N. N. 30TH AVENUE, COCONUT CREEK, FLORIDA 33066
PHONE (954) 973-7000 FAX (954) 973-0343



RESOLUTION NO. R-2007-212

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, APPROVING A PLAT KNOWN AS THE "CASEYCO COMMERCE CENTER" AND AUTHORIZING THE MAYOR AND TOWN CLERK TO ACKNOWLEDGE THE APPROVAL BY AFFIXING THE MAYOR'S SIGNATURE AND THE TOWN SEAL TO SAID PLAT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the proposed plat to be known as the "Caseyco Commerce Center" was considered by the Town of Davie Planning and Zoning Board on July 11, 2007;

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA:

SECTION 1. The plat known as the "Caseyco Commerce Center" is hereby approved subject to the conditions stated on the planning report which is attached hereto as Exhibit "A" and made a part hereof.

SECTION 2. The Mayor is authorized to sign said plat on behalf of the Town and the Town Clerk is directed to affix the Town seal to said plat.

SECTION 3. Any improvements required to satisfy Traffic Concurrency should be located within the Town of Davie.

SECTION 4. This Resolution shall take effect immediately upon its passage and adoption.

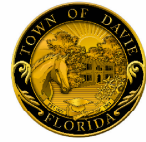
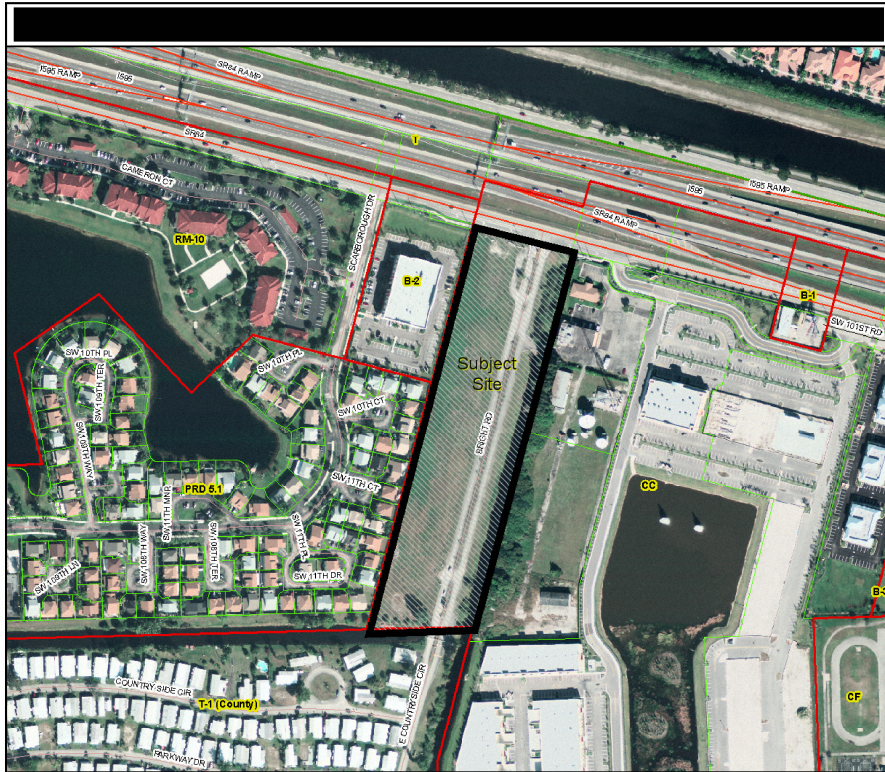
PASSED AND ADOPTED THIS 1st DAY OF August, 2007.


MAYOR/COUNCILMEMBER

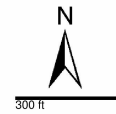
Attest:


asst TOWN CLERK

APPROVED THIS 1st DAY OF August, 2007.



- Town Boundary
- Zoning
- Streets
 - DEDICATION
 - STATE RD
 - COUNTY RD
 - LOCAL PAVED RD
 - LOCAL UNPAVED RD
 - PRIVATE RD
 - VERIFY
- Parcels



GIS MAP DISCLAIMER

The information on this map is for graphical purposes only. It does not represent a legal survey and has not been prepared or is it suitable for legal, engineering, or surveying purposes. While every effort has been made to ensure that these data are accurate and reliable the Town of Davie cannot assume liability for any damages caused by any errors or omissions in the data.

